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Suzanne Haskins

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AMENDMENT, RATIFICATION AND REVIVOR OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS }
 } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT }

WHEREAS, an Oil, Gas and Mineral Lease effective on October 10, 2006 (the "Lease"), recorded by Memorandum of Oil, Gas and Mineral Lease in the Official Public Records of Tarrant County, Texas, Document Number D206319488, was executed by and between **Nellie Wilkerson**, a feme sole, as Lessor, whose address is 4404 Ryan Ave., Fort Worth, Texas 76110, and delivered unto **Thornton Gas Ventures, L.P.**, as Lessee, whose address is P.O. Box 33525, Fort Worth, Texas 76162.

WHEREAS, Chesapeake Exploration, L.L.C. has succeeded to all the interests, rights and obligations of Thornton Gas Ventures, L.P. under said Lease.

WHEREAS, Lessor and Lessee now desire to amend the Lease by deleting Provision #4 in its entirety. Lessor and Lessee also desire to ratify and revive the Lease as amended herein.

NOW, THEREFORE, for good and valuable consideration in hand paid to the undersigned by Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby delete Provision #4 in its entirety.

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands described in the Lease, pursuant to the terms and provisions of the Lease and Amendments thereto, as of the Effective Date set forth therein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

Effective the 9th day of October, 2007.

LESSOR:**Nellie Wilkerson****LESSEE:****Chesapeake Exploration, L.L.C.
An Oklahoma Limited Liability Company**

Henry J. Hood, Sr. Vice President – Land and Legal & General Counsel

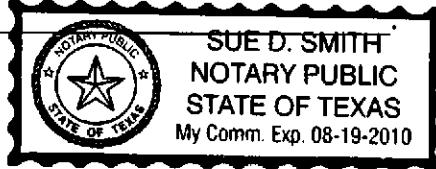


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ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF TARRANT) ss:
)

This instrument was acknowledged before me on this the 15 day of
Sept., 2008, by NELLIE WILKIRSON



Sue D. Smith

Notary Public in and for the State of Texas

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss:
)

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 18th day of September, 2008, personally appeared Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration L.L.C., an Oklahoma Limited Liability Company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Sarah A. Ledgerwood

Notary Public

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154